

**Contract Details**

SERVICE:

NIFS ID #: CQBU15000010 NIFS Entry Date: 6/1/2015 Term:

New	Renewal	1) Mandated Program:	Yes	No
Amendment		2) Comptroller Approval Form Attached:	Yes	No
Time Extension		3) CSEA Agreement § 32 Compliance Attached:	Yes	No
Addl. Funds		4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No
Blanket Resolution		5) Insurance Required	Yes	No
RES#				

**Agency Information**

Vendor	
Name KPMG LLP	Vendor ID# 13-15565207
Address 345 Park Avenue New York, NY 10154	Contact Person Tom Mulvihill
	Phone 212-954-3090

County Department
Department Contact Steven Conkling
Address 1 West Street Mineola, NY 11501
Phone 516 571 3023

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <input type="checkbox"/>	6/1/15	Ryan Stoltz	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	6/1/15	Erin Ouel	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/15/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/15/15	A. Quatrone	
	County Attorney	CA Approval as to form <input type="checkbox"/>	6/12/15	82 S. De	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
6/12/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/12/15	81 [Signature]	

CLERK OF THE COUNTY CLERK  
COUNTY OF NEW YORK  
JUN 15 2015



## Contract Summary

**Description:**

The Contractor will provide the County and The Office of Management & Budget ("OMB") with financial advisory services in connection with a potential public-private partnership transaction involving the County's sewer system (the "System").

**Purpose:**

The County is exploring the possibility of a potential public-private partnership transaction involving the System (the "Transaction or "P3 Transaction"), which Transaction may consist of the concession, lease, or other similar arrangement. This resolution authorizes the County Executive to execute an Agreement between the County and KPMG LLP for financial advisory services (the "Agreement")

**Method of Procurement:**

Request for Proposals

**Procurement History:**

On March 16, 2015 the County issued a Request for Proposals ("RFP") for investment banking and/or financial advisory services in connection with a potential transaction involving the System. Proposals were due on March 27, 2015. The RFP was published in Newsday and the Bond Buyer, and posted on the County's website. Proposals were received from the following firms: A.C. Advisory, Inc. ("A.C. Advisory"); BMO Capital Markets; Goldman Sachs & Co. ("Goldman Sachs"); KPMG LLP ("KPMG"); Morgan Stanley & Co. LLC ("Morgan Stanley"); NW Financial Group, LLC ("NW Financial"); Public Financial Management, Inc. ("PFM"); and Ramirez & Co. Inc. ("Ramirez").

An Evaluation Committee was formed to review the proposals. The Committee consisted of the following people: Shila Shah-Gavnoudias, Commissioner of Public Works; Roseann D'Alleva, Budget Director; Jessica Lamendola, Manager of Fiscal Projects; Steven Conkling, Debt Manager; Conal Denion, Special Counsel; and Ann Hulka, Deputy Director. Based on the review of the submitted proposals, the Committee selected KPMG LLP.

**Description of General Provisions:**

Services to be provided may include, but are not limited to:

- Conducting a strategic advisory review of the System in connection with a potential Transaction;
- Providing the County with financial advice and assistance in connection with a potential Transaction, including, as appropriate, advice and assistance with respect to defining objectives, performing valuation analyses, and structuring, planning and negotiating a P3 Transaction;
- Assisting the County's legal counsel in the development and/or negotiation of a concession agreement with a concessionaire, including any financial, business, tax and valuation provisions, along with other documents in connection with a Transaction;
- Coordinating with the County's bond counsel regarding debt defeasance and other matters; and
- Providing general advice and other services, upon request by the County, in connection with a P3 Transaction.

**Impact on Funding / Price Analysis:**

The Contractor will be paid a monthly retainer of \$45,000 per month. The number of monthly retainers paid will be contingent upon reaching certain milestones in the potential transaction. In the event of a successful Transaction, the Contractor will be paid a success fee equal to 0.45% of the Transaction value

**Change in Contract from Prior Procurement:**

NA

**Recommendation: (approve as submitted)**

Approve as submitted



# Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1000
Object:	DE
Transaction:	500

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$270,000.00
Federal	\$
State	\$
Capital	\$
Other Grant	\$
<b>TOTAL</b>	<b>\$270,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1000/DE500	\$270,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$270,000.00</b>

APPROVED:  
5

INSURANCE SECTION

*G. Imato* 6/15/15

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name	<i>[Signature]</i>
Name		Name		Date	<i>6/12/15</i>
Date		Date		(For Office Use Only)	
				<b>E #:</b>	

RULES RESOLUTION NO.      – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY OFFICE OF MANAGEMENT AND BUDGET, AND KPMG  
LLP

WHEREAS, the County has negotiated a personal services agreement  
with KPMG LLP to provide financial advisory services to the County in  
connection with a potential public-private partnership transaction involving  
the County's sewer system, a copy of which is on file with the Clerk of the  
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with KPMG LLP.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME: KPMG LLP**

**CONTRACTOR ADDRESS: 345 Park Avenue, New York, NY 10154**

**FEDERAL TAX ID #: 13-15565207**

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☒ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on March 16, 2015. Potential proposers were made aware of the availability of the RFP by advertisements in the Bond Buyer and Newsday. The RFP was also posted on the County's website. Proposals were due on March 27, 2015. Eight proposals were received and evaluated. The evaluation committee consisted of: Shila Shah-Gavnaudias, Commissioner of Public Works; Roseann D'Alleva, Budget Director; Jessica Lamendola, Manager of Fiscal Projects; Conal Denion, Special Counsel; Ann Hulka, Deputy Director; and Steven Conkling, Debt Manager. The proposals were evaluated and ranked. As a result of the evaluation and ranking (attached), the highest-ranking proposer was selected.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

5/22/14  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

## MEMORANDUM

To: Eric C. Naughton

From: Evaluation Committee  
RFP #BU 0313-1504 – Financial Advisory Services for the Nassau County Sewer System

Subject: Proposed Personal Services Agreement with KPMG  
Financial Advisory Services for the Nassau County Sewer System

Date: May 12, 2015

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### Overview

On March 16, 2015 the County issued a Request for Proposals (“RFP”) seeking proposals from qualified banks and financial advisors authorized to do business in the State of New York to provide investment banking and/or financial advisory services to the County in connection with a potential public-private partnership transaction (the “P3 Transaction”) involving the County’s sewer system (the “System”).

The services to be provided in connection with the P3 Transaction involving the System shall consist of providing investment banking and/or financial advisory services to the County, which will include, but not necessarily be limited to:

- Conducting a strategic advisory review of the System in connection with the P3 Transaction;
- Providing the County with financial advice and assistance in connection with the P3 Transaction, including, as appropriate, advice and assistance with respect to defining objectives, performing valuation analyses, and structuring, planning and negotiating the P3 Transaction;
- Coordinating with the County’s legal counsel to represent the County in the development and/or negotiation of the Concession Agreement with the Concessionaire, including any financial, business, tax and valuation provisions, along with other documents in connection with the transaction;
- Coordinating with the County’s bond counsel regarding debt defeasance and other matters; and
- Providing general advice and other services, upon request by the County, in connection with the P3 Transaction.

## **Proposals**

Proposals were received from the following firms: A.C. Advisory, Inc. ("A.C. Advisory"); BMO Capital Markets; Goldman Sachs & Co. ("Goldman Sachs"); KPMG LLP ("KPMG"); Morgan Stanley & Co. LLC ("Morgan Stanley"); NW Financial Group, LLC ("NW Financial"); Public Financial Management, Inc. ("PFM"); and Ramirez & Co. Inc. ("Ramirez").

An Evaluation Committee was formed to review the proposals. The Committee consisted of: Shila Shah-Gavnaudias, Commissioner of Public Works; Roseann D'Alleva, Budget Director; Jessica Lamendola, Manager of Fiscal Projects; Steven Conkling, Debt Manager; Ann Hulka, Deputy Director; and Conal Denion, Special Counsel. The proposals were evaluated based on the following criteria:

### **Contract Requirements and Proposed Solution**

Overall responsiveness of the proposal; demonstration of a clear understanding of the requirements portion of the RFP; clear description of the Services needed to satisfy the defined RFP requirements; description of why the proposer can perform the tasks defined in the RFP; acceptability and efficacy of proposed analysis, management and implementation methods and procedures; description of recommendations and alternative approaches that the County might use to improve its process including rationale for the recommendations or alternative approaches.

### **Proposer Profile: Organization, Capacity, Staffing, Resumes**

Substantiation of the organizational structure and capacity to provide and support the proposed services; resumes of the proposed personnel (quality/demonstrated skills of proposed personnel); clear description of potential resource utilization and approach.

### **Related Experience**

Prior public sector experience; project management and implementation qualifications and related experiences of the proposer including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size and scope on similar transactions.

### **Total Cost**

Total cost to the County as set forth in the Fee Proposal.

As stated in the RFP, the County will consider any other relevant factors as determined by the Evaluation Committee. The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.





## **Selection Process**

The Evaluation Committee used a joint evaluation approach to evaluate the overall quality of each presentation.

Based on the review of the submitted proposals, the following firms were invited to make presentations to the Committee: BMO Capital Markets; Goldman Sachs; KPMG; Morgan Stanley; and NW Financial Group.

The Committee was unanimous in the view that neither Ramirez nor A.C. Advisory demonstrated experience in P3 transactions, beyond providing financing. This was evident by the fact that the proposals from each firm focused on how to issue municipal bonds to finance a potential P3 transaction. They did not focus on what the County requested in the RFP, which is providing financial advisory services to the County.

While Public Financial Management does have experience in P3 transactions, the Committee determined that the firm would be better suited to providing technical and other support to the County on the proposed transaction in its role as the County's overall financial advisor. The County has utilized PFM in such manner for the County's lease of the Coliseum and for the sewer system operating agreement.

Following presentations, the Committee selected Goldman Sachs, KPMG and Morgan Stanley as finalists and asked them to respond to follow-up questions and provide best-and-final offers on fees. The Committee concluded that the other firms that made presentations did not match these firms in qualifications and experience.

## **Evaluation of Finalists and Rationale for Selection**

### *I. Contract Requirements and Proposed Solution:*

All three finalists demonstrated a clear understanding of the contract requirements and offered similar proposed solutions that would accomplish the County's objectives. The Committee found them fairly evenly matched in this category.

### *II. Proposer Profile: Organization, Capacity, Staffing, Resumes:*

The three finalists were all able to show that they have the breadth and depth of organization to negotiate a concession agreement as the County's P3 financial advisor. They all have a wide range of expertise in infrastructure financing and all have the ability to ensure that they could manage the proposed transaction successfully to generate global investor interest and intense competition

#### IV. Total Cost:

As noted, the Committee asked each of the three finalists to submit a best-and-final-offer. Among the three finalists, KPMG's is the lowest cost proposal, as summarized below.

	Goldman Sachs	KPMG <sup>(3)</sup>	Morgan Stanley
Success Fee	0.70% <sup>(2)</sup>	0.45% <sup>(4)</sup>	0.75% <sup>(4)</sup>
Minimum Fee <sup>(1)</sup>	\$3,800,000	\$2,250,000	\$4,500,000 <sup>(6)</sup>
Monthly Fee	NA	\$45,000 <sup>(5)</sup>	NA
Quarterly Fee	NA	NA	\$100,000 / <sup>(7)</sup> \$50,000
Expenses	Customary Out-of-Pocket Expenses	Included	Cap of \$35,000

Success Fee Based on a \$750 Million Transaction For Illustrative Purposes Only			
Total Fee - \$750 Million Value	\$5,250,000	\$3,375,000	\$5,625,000
Note: Assumes KPMG monthly fees would be credited against the success fee			

(1) If transaction is successful.

(2) As a % of enterprise value.

(3) Submitted 3 other fee proposals based on a hourly rate structure.

(4) As a % of total transaction value.

(5) Minimum of 12 months. Proposal did not state that any monthly fees would be credited against a success fee.

(6) The advisory fee of \$49,500 paid by the County in 2011/2012 would be credited against any transaction fee paid.

(7) \$100,000 per quarter for the first two quarters and then \$50,000 for each quarter thereafter. Credited against any success fee.

#### **Recommendation**

Taking into account the evaluation of the solicitation criteria as described above, the Committee recommends the selection of KPMG based on its demonstrated ability to perform the required services and its lowest-cost fee proposal among the three finalists. The Committee recommends that, if KPMG is selected, the County should negotiate KPMG's fee proposal such that any monthly fees would be credited against a success fee, if any. In addition, the County should negotiate to limit or cap the number of months that the monthly fee applies to in order to limit the fees in the event the County does not complete a transaction.

C: R. Walker

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) KPMG LLP, having an office located at 345 Park Avenue, New York, New York 10154 (the "Contractor").

### W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on July 1, 2015 (the "Commencement Date") and terminate on June 30, 2016, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for one (1) additional one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing financial advisory services to the County in connection with a potential public-private partnership transaction (the "Services") involving the County's sewer system (the "System"). The transaction may consist of the concession, lease, or other similar arrangement involving the System, including, but not limited to, a public-private partnership (the "P3 Transaction" or "Transaction"). Such Services shall include, but are not limited to:

- (i) conducting a strategic advisory review of the System in connection with the P3 Transaction;
- (ii) providing the County with financial advice and assistance in connection with the P3 Transaction, including, as appropriate, advice and assistance with respect to defining objectives, performing valuation analyses, and structuring, planning and negotiating the P3 Transaction;
- (iii) assisting the County's legal counsel in the development and/or negotiation of a concession agreement with a concessionaire, including any financial, business, tax and valuation provisions, along with other documents in connection with the transaction;
- (iv) coordinating with the County's bond counsel regarding debt defeasance and other matters;
- (v) providing general advice and other services, upon request by the County, in connection with the P3 Transaction; and

- (vi) assisting the County with legislative, regulatory and administrative requirements.

3. Payment. (a) Amount of Consideration. The County shall pay the Contractor (i) a fixed monthly fee ("Retainer") of \$45,000, for the term of the Agreement, inclusive of any extensions; and (ii) a transaction success fee (the "Transaction Fee") equal to the greater of (x) 0.45% of the Transaction Value of the Transaction, or (y) \$2,250,000. For the purposes of this section, "Transaction Value" shall mean the sum of (1) the total amount of gross debt and equity raised by a private concessionaire (or similar party) and paid to, or at the direction of, the County AND (2) the present value of any payments made by the concessionaire over the term of the Transaction to the County, discounted at the County's cost of capital. The County's cost of capital shall equal the All-in True Interest Cost as shown in the final sources and uses run prepared by the County's financial advisor for the County's most recent general obligation bond issue prior to the execution of the Transaction.

If the County terminates the Agreement (other than for "Cause" as provided in Section 11 herein) prior to the first anniversary of the Commencement Date and following the issuance of the request for proposals solicitation document for the Transaction, the County shall pay the Contractor the Retainer fees remaining until said first anniversary such that the total amount of Retainer fees received by the Contractor including amounts already earned or paid is \$540,000 (equal to 12 months times \$45,000).

If the Transaction Value is between \$600,000,000 and \$800,000,000, the Transaction Fee shall be reduced by the lesser of (i) the Retainer fees earned or paid to date or (ii) \$250,000. If the Transaction Value is greater than \$800,000,000, the Transaction Fee shall be reduced by the lesser of (i) the Retainer fees earned or paid to date or (ii) \$500,000. The County shall pay Contractor the Transaction Fee if the Transaction closes within two years of the termination of the Agreement whether or not the Contractor advises on the procurement or other aspects of the transaction unless the County terminates the Agreement for "Cause" as provided in Section 11 herein. The Transaction Fee, if any, shall be paid after close of the Transaction (including receipt of all required approvals).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than (1) month following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Expenses and Disbursement. The Transaction Fee, if any, and Retainer fees are inclusive of all expenses and all other costs incidental to the Services to be provided by the Contractor under this Agreement, including but not limited to travel.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), (i) be deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, human rights, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law or applicable professional standards. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion or when required by applicable professional standards. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in accordance with the professional standards applicable to the services that Contractor is performing. The Contractor shall take all actions reasonably necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the County.

(b) The Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against all third party claims against, and any related Losses, which the Indemnified Parties may suffer or incur relating to any claim or action alleging that the Contractor or Contractor Agent infringes any U.S. copyright, trade secret, trademark, patent right of design, or other third party intellectual property right.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, in accordance with the requirements of Sections 8(a) and 8(b).

(d) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars (\$5,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) automobile liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and similar provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any cancellation of coverage under any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights. For purposes of this Section, the County approves the Contractor's use of the following subcontractors: (i) KPMG Corporate Finance LLC; (ii) KPMG Global Services; (iii) KPMG Global Delivery Center; and (iv) any other KPMG Member Firms.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, provided that the Contractor has been afforded a reasonable opportunity to cure the "Cause" and has failed to do so, (iii) upon the termination or impending termination of federal or state funding for the services to be provided under this Agreement upon receipt by the Contractor of written notice of termination, (iv) upon mutual written Agreement of the County and the Contractor, and (v) in accordance with any



other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate timekeeping and expense records, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Contractor shall prepare, maintain and retain Records in accordance with its Partnership Agreement, Bylaws, and Operating Method Accounting Policies and Guidelines, primarily utilizing the accrual method of accounting. Where not otherwise prescribed, Contractor shall do so in accordance with accounting principles generally accepted in the United States of America (GAAP). Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens.

This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature

page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Limitation Of Liability. Notwithstanding anything else herein to the contrary, except for claims for death, bodily injury, or damage to tangible property, or claims arising out of or in connection with the Contractor's willful misconduct or gross negligence, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Agreement shall be limited to three times the amount of fees paid or owing to Contractor under this Agreement, or five million dollars (\$5,000,000), whichever is greater. In no event shall Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). Except as expressly excluded above, this section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise and shall survive termination or expiration.

22. Management Decisions. The County acknowledges and agrees that Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the County. The Contractor will not perform management functions or make management decisions for the County.

23. Third Party Usage. Any advice, recommendations, information, deliverables or other work product provided to the County under this Agreement is for the sole use of the County, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Agreement, the County will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Contractor's prior written consent. Contractor acknowledges that the County may reference, or attach as an exhibit, the Contractor's advice, recommendations, information, deliverables, or other work product in or to any internal staff summary or other write-up included as part of the project documentation that is

filed with the Clerk of the Nassau County Legislature in the ordinary course of seeking the requisite County approvals for the Transaction.

24. Electronic Communications. Contractor may communicate with the County by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The County accepts the inherent risks of these forms of communication, including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices, to the extent the Contractor has taken reasonable steps to protect the security of these communications. The County agrees that the final hardcopy version of a document, including a deliverable, or other written communication that Contractor transmits to the County shall supersede any previous versions transmitted electronically by Contractor to the County unless no such hard copy is transmitted.

25. Active Spreadsheets and Electronic Files. Contractor may use models, electronic files, and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Agreement. If the County requests a working copy of any such model, electronic file or spreadsheet, Contractor may, at its discretion, which shall not be unreasonably withheld, make such item available to the County for the County's internal use only and such item shall be considered a deliverable (subject to the requirements herein); provided that the County is responsible for obtaining the right to use any third party products necessary to use or operate such item.

26. Use of Vendors. The County acknowledges that in connection with the performance of Services under this Agreement, Contractor may use the services of KPMG controlled entities and/or KPMG member firms to complete the Services required by this Agreement. The County also acknowledges that in connection with the performance of Services under the Agreement, Contractor uses vendors within and without the United States to provide at Contractor's direction administrative and clerical services to Contractor. These vendors may in the performance of such services have limited access to information, including but not limited to confidential information, received by Contractor from or at the request or direction of the County. Contractor represents to the County that each such vendor has agreed to conditions of confidentiality with respect to the County's information to the same or similar extent as Contractor has agreed to pursuant to this Agreement. Contractor will have full responsibility to cause these vendors to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, the County consents to Contractor disclosure to a vendor and the use by such vendor of data and information, including but not limited to confidential information, received from or at the request or direction of the Contractor for the purposes set forth herein.

27. County Vendors and Conflicts. The County is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of the County. Contractor will perform an internal search for any potential client conflicts relating to any of the County's vendors identified by the County as having a role in connection with Contractor's performance of this Agreement. The County hereby agrees that a vendor's status as a Contractor client does not in and of itself impact Contractor's engagement to perform this Agreement. Contractor will advise the County of any conflicts of interest that could prevent it from performing the Agreement. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm, provided that the Contractor implements reasonable controls to identify actual or potential client conflicts. Should any new information come to Contractor's attention, Contractor will promptly inform the County. Contractor

shall perform this Agreement in accordance with applicable professional standards and in no event does this provision intend to exempt the Contractor from professional obligations with respect to client conflicts.

28. Ownership and Control of Work Product. Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County, subject to the limitation provided in Section 29 below.

29. Ownership of Materials. The Contractor retains all ownership rights in any proprietary methodologies, methods, processes, or procedures of the Contractor that pre-exist or were developed outside the scope of this Agreement. If any such property of Contractor is contained in any of the deliverables hereunder, the Contractor grants to the County a royalty-free, paid-up, non-exclusive, perpetual license to use such Contractor intellectual property in connection with the County's use of the deliverables.

30. County Acknowledgment of Type of Services Provided Under this Agreement. It is understood and agreed that KPMG LLP is not registered with the SEC as a municipal advisor and that the County is not asking KPMG LLP to provide, and KPMG LLP will not provide, any services to the County which would require registration as a municipal advisor, including but not limited to advice with respect to municipal financial products or the issuance of municipal securities. Accordingly, KPMG LLP will not make recommendations relating to municipal financial products or the issuance of municipal securities, and KPMG LLP will not owe a fiduciary duty to the County under Section 15B of the Securities Exchange Act of 1934. The County represents to KPMG LLP that if County desires municipal advisor services in connection with or related to the subject matter of this Agreement, it will obtain such services from another party.

31. Executory Clause. Notwithstanding any other provision of this Agreement:


(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

KPMG LLP

By:   
Name: Thomas Mulvihill  
Title: Managing Director  
Date: 5/29/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU )

On the 24 day of May in the year 2015 before me personally came Thomas Mutihill to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Director of KPMG LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Angel yronne By

ANGELA YVONNE BENJAMIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BE6239903  
Qualified in Queens County  
My Commission Expires April 25, 2019

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions



or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

\_\_\_\_\_ John Veihmeyer \_\_\_\_\_ (Name)

\_\_\_\_\_ 345 Park Avenue, New York, NY 10154 \_\_\_\_\_ (Address)

\_\_\_\_\_ 212-954-3090 \_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.
3. In the past five years, Contractor   X   has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

KPMG LLP is an equal opportunity employer and is committed to a diverse workplace that is free from discrimination. The firm also is committed to treating all employees with respect and dignity. As is the case with all major professional services firms, from time to time KPMG has received inquiries from regulatory agencies concerning employment matters, or has been named as a defendant in employment-related lawsuits. Understandably, the details of such matters are sensitive and highly confidential. We have no pending labor or employment law matters that would materially affect the firm's operations or our ability to perform services for you.

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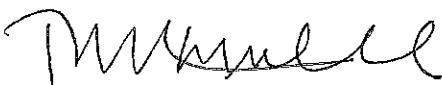
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action   X   has            has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

KPMG LLP is an equal opportunity employer and is committed to a diverse workplace that is free from discrimination. The firm also is committed to treating all employees with respect and dignity. As is the case with all major professional services firms, from time to time KPMG has received inquiries from regulatory agencies concerning employment matters, or has been named as a defendant in employment-related lawsuits. Understandably, the details of such matters are sensitive and highly confidential. We have no pending labor or employment law matters that would materially affect the firm's operations or our ability to perform services for you.

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

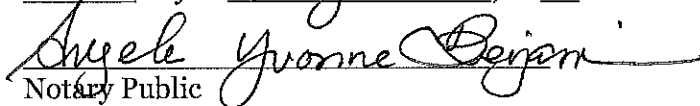
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/29/15  
Dated

  
Signature of Managing Director of Contractor

Thomas Mulvihill  
Name of Managing Director of Contractor

Sworn to before me this

29 day of May, 2015.  
  
Notary Public

ANGELA YVONNE BENJAMIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BE6239903  
Qualified in Queens County  
My Commission Expires April 25, 2019

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

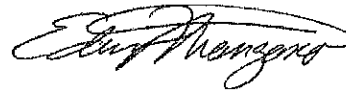
WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 - 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 - 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 - 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 - 2015 remain in full force and effect.

Dated: May 29, 2015



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EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: KPMG LLP  
Address: 345 Park Avenue  
City, State and Zip Code: New York, NY 10154

2. Entity's Vendor Identification Number: 13-15565207

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Limited Liability Partnership (LLP) ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please find attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Andrew Garbutt, Principal, KPMG LLP

111 Congress Avenue, Suite 1900, Austin, TX 78701



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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

KPMG has an ownership interest in certain subsidiaries, but to the best of our knowledge those subsidiaries will not be involved in providing the services under this proposal, except for KPMG Corporate Finance LLC, KPMG Global Services, and KPMG Global Delivery Center.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Tom Mulvihill, Managing Director, 345 Park Avenue, New York, NY 10154, (212) 954-3090

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Ed Lee, Partner, 1305 Walt Whitman Road, Suite 200, Melville, NY 11747, (631) 425-6053

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

The government contracts were strictly related to the formal RFP procurement process.

Contacts made on or after 5/15/2015 were for negotiating the terms and conditions

of the contract.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Tom Mulvihill and Ed Lee are registered New York State lobbyist for KPMG LLP.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 12, 2015

Signed: 

Print Name: Tom Mulvihill

Title: Managing Director

Page 4 of 4:

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Board Member	Office	Office Address
Ahlstrom, Theresa P	Long Island	Suite 200 1305 Walt Whitman Road Melville, New York 11747-4302
Canning, Patrick J	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Cannizzaro, Edward G	Silicon Valley Office	Suite 100 Mission Towers I 3975 Freedom Circle Drive Santa Clara, California 95054
Connors, Terence	Philadelphia	1601 Market Street Philadelphia, Pennsylvania 19103-2499
Engel, Greg A	Houston	Suite 4500 Suite 4400 (Mail Deliveries) 811 Main Street Houston, Texas 77002
Ford, Patrick J	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Glenn, Kevin	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Hay, Laura J	New York	345 Park Avenue New York, New York 10154-0102
Hutchins, Mark	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Knopp, Paul J	St. Louis	Suite 900 10 South Broadway St. Louis, Missouri 63102-1761
LeBlanc Jr., Donald H	Shreveport	Suite 1900 333 Texas Street Shreveport, Louisiana 71101-3692
Marcello, Scott	New York	345 Park Avenue New York, New York 10154-0102
Ozanus, P. Scott	New York	345 Park Avenue New York, New York 10154-0102
Saran, Claudia M	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Veihmeyer, John B	New York	345 Park Avenue New York, New York 10154-0102
Watson, Kelly J	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Welch, Kenneth D	Atlanta	Suite 2000 303 Peachtree Street, NE Atlanta, Georgia 30308-3210

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015



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EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: KPMG Corporate Finance LLC

Address: 345 Park Avenue

City, State and Zip Code: New York, NY 10154

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Philip J. Isom, President - 200 E. Randolph Street, Suite 5500, Chicago, IL 60601

Rebecca Brockmeier, Vice President - 200 E. Randolph Street, Suite 5500, Chicago, IL 60601

Al Izaguirre, Chief Compliance Officer - 303 Peachtree Street, Suite 2000, Atlanta, GA 30308

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

KPMG LLP

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

n/a

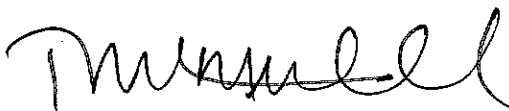
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

n/a

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 12, 2015

Signed: 

Print Name: Tom Mulvihill

Title: Managing Director



Page 4 of 4:

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

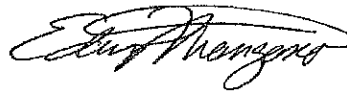
WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015



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EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: KPMG Global Services  
Address: 8th Floor, Building No. 10, Tower - B, DLF Cyber City, Phase - 2  
City, State and Zip Code: Gurgaon, Haryana, India

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Private Limited Co. Other (specify)  
(under Indian law)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

KPMG LLP (US), KPMG UK, KPMG India  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

KPMG LLP (US), KPMG UK, KPMG India  
\_\_\_\_\_  
\_\_\_\_\_

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

n/a

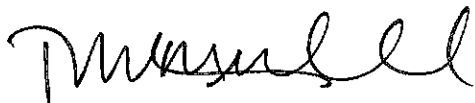
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

n/a

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 12, 2015

Signed: 

Print Name: Tom Mulvihill

Title: Managing Director

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Board Member	Office	Office Address
Ahlstrom, Theresa P	Long Island	Suite 200 1305 Walt Whitman Road Melville, New York 11747-4302
Canning, Patrick J	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Cannizzaro, Edward G	Silicon Valley Office	Suite 100 Mission Towers I 3975 Freedom Circle Drive Santa Clara, California 95054
Connors, Terence	Philadelphia	1601 Market Street Philadelphia, Pennsylvania 19103-2499
Engel, Greg A	Houston	Suite 4500 Suite 4400 (Mail Deliveries) 811 Main Street Houston, Texas 77002
Ford, Patrick J	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Glenn, Kevin	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Hay, Laura J	New York	345 Park Avenue New York, New York 10154-0102
Hutchins, Mark	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Knopp, Paul J	St. Louis	Suite 900 10 South Broadway St. Louis, Missouri 63102-1761
LeBlanc Jr., Donald H	Shreveport	Suite 1900 333 Texas Street Shreveport, Louisiana 71101-3692
Marcello, Scott	New York	345 Park Avenue New York, New York 10154-0102
Ozanus, P. Scott	New York	345 Park Avenue New York, New York 10154-0102
Saran, Claudia M	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Veihmeyer, John B	New York	345 Park Avenue New York, New York 10154-0102
Watson, Kelly J	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Weich, Kenneth D	Atlanta	Suite 2000 303 Peachtree Street, NE Atlanta, Georgia 30308-3210

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

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WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 - 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 - 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 - 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 - 2015 remain in full force and effect.

Dated: May 29, 2015



---

EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE



COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: KPMG Global Delivery Center

Address: 345 Park Avenue

City, State and Zip Code: New York, NY 10154

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

KPMG LLP (US)

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5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

KPMG LLP (US)

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

n/a

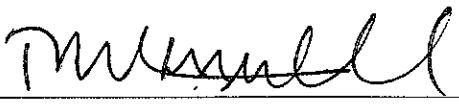
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

n/a

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 12, 2015

Signed: 

Print Name: Tom Mulvihill

Title: Managing Director

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Board Member	Office	Office Address
Ahlstrom, Theresa P	Long Island	Suite 200 1305 Walt Whitman Road Melville, New York 11747-4302
Canning, Patrick J	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Cannizzaro, Edward G	Silicon Valley Office	Suite 100 Mission Towers I 3975 Freedom Circle Drive Santa Clara, California 95054
Connors, Terence	Philadelphia	1601 Market Street Philadelphia, Pennsylvania 19103-2499
Engel, Greg A	Houston	Suite 4500 Suite 4400 (Mail Deliveries) 811 Main Street Houston, Texas 77002
Ford, Patrick J	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Glenn, Kevin	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Hay, Laura J	New York	345 Park Avenue New York, New York 10154-0102
Hutchins, Mark	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Knopp, Paul J	St. Louis	Suite 900 10 South Broadway St. Louis, Missouri 63102-1761
LeBlanc Jr., Donald H	Shreveport	Suite 1900 333 Texas Street Shreveport, Louisiana 71101-3692
Marcello, Scott	New York	345 Park Avenue New York, New York 10154-0102
Ozanus, P. Scott	New York	345 Park Avenue New York, New York 10154-0102
Saran, Claudia M	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Veihmeyer, John B	New York	345 Park Avenue New York, New York 10154-0102
Watson, Kelly J	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Welch, Kenneth D	Atlanta	Suite 2000 303 Peachtree Street, NE Atlanta, Georgia 30308-3210

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

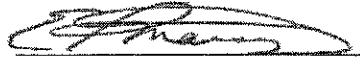
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

*May 15, 2015*



EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Tom Mulvihill, Managing Director, 345 Park Avenue, New York, NY 10154, (212) 954-3090

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Ed Lee, Partner, 1305 Walt Whitman Road, Suite 200, Melville, NY 11747, (631) 425-6053

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2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Tom Mulvihill and Ed Lee are registered New York State lobbyist for KPMG LLP.

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3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

KPMG LLP

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345 Park Avenue

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New York, NY 10154

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(212) 758-9700

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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page for a complete description of lobbying activities.

N/A

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

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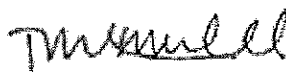
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Page 3 of 4

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 8, 2015

Signed: 

Print Name: Tom Mulvihill

Title: Managing Director

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.